

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 3	
2. Amendment/Modification No. P00038		3. Effective Date 2004AUG17		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN AMSTA-AQ-ALDB LENNIE SCHWERDTFEGER (586)574-8144 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SCHWERDL@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-0027	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000JUL14	
Code 0C9L5		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual agreement					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2005MAR31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) RICHARD K. KULCZYCKI KULCZYCR@TACOM.ARMY.MIL (586)574-7299			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004AUG17	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-0027 MOD/AMD P00038	Page 2 of 3
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION A - SUPPLEMENTAL INFORMATION

- 1. The purpose of this modification P00038 is to extend the rights of the government to exercise option CLIN 0006AF.
- 2. Paragraph H.18.6 is modified to change the option expiration date for 00067AF from 17 Aug 2004 to 19 Aug 2004.
- 3. The Government and the contractor do mutually agree that all claims and obligations arising from this action are hereby satisfied.
- 4. All other terms and conditions remain unchanged and in full force and effect.
- 5. As a result of this modification the total amount of the contract is unchanged.

*** END OF NARRATIVE A 036 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-0027 MOD/AMD P00038	Page 3 of 3
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPORT		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.16 It is the intent of the RMA, through subsequent modifications, to continue efforts under this contract past the completion date of 31 Dec 2001 for modification P00004. Accordingly the contractor may, using good business judgement, enter into leases for apartments and office space for periods which extend beyond 31 Dec 2001. In the event this contract is not modified to extend performance beyond 31 Dec 2001 the Government will reimburse the contractor for costs associated with early termination of leases for apartments and office space used in performance of this contract.

H.17 ADVERSE CONDITIONS

H.17.1 In the event the U.S. Government determines that, due to war, armed conflict, insurrection, civil or military strife, or other adverse conditions, the safety, health, or welfare of the U.S. Government and Contractor personnel is threatened, the Government shall be responsible for any additional costs incurred to retain such personnel or secure replacement thereof, as applicable, subject to bilateral agreement by the parties and funding by the RMA to cover such costs. In lieu of retention or replacement, the U.S. Government may elect to terminate the services being provided by those personnel. Whether to retain, replace, or terminate services of such personnel under the foregoing circumstances shall be within the sole discretion of the U.S. Government.

H.17.2 In the event the Contractor suspends performance of the Contract on its own initiative to protect its employees, without prior approval of the U.S. Government, the Government shall review the contractor's action to consider whether the Contractor's action under the circumstances qualifies as an excusable delay.

H.18 OPTIONS: The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

H.18.1 The Government has the unilateral right to exercise in whole or in part option SubCLIN 0003AE by written notice to the contractor provided the Government exercises the option by 25 Jan 2002.

H.18.2 The Government has the unilateral right to exercise in whole or in part option SubCLIN 0003AF by written notice to the contractor provided the Government exercises the option by 15 June 2002.

H.18.3 The Government has the unilateral right to exercise in whole or in part option SubCLIN 0004AB by written notice to the contractor provided the Government exercises the option by 17 March 2003.

H.18.4 The Government has the unilateral right to exercise in whole or in part option SubCLIN 0006AC by written notice to the contractor provided the Government exercises the option by 17 May 2004.

H.18.5 The Government has the unilateral right to exercise in whole or in part option SubCLIN 0006AE by written notice to the contractor provided the Government exercises the option by 17 Aug 2004.

H.18.6 The Government has the unilateral right to exercise in whole or in part option SubCLIN 0006AF by written notice to the contractor provided the Government exercises the option by 19 Aug 2004.

H.19 TRAINERS: In the event the contractor fails to hire trainers IAW C.2.3.3.10 during January 2002 the Government will be entitled to a downward equitable adjustment. This required adjustment has been accomplished in full by modification P00014.

H.20 RENT FREE USE: The contractor is granted use of one oil pump, P/N 11683982, accountable under the Abrams Tank System Technical Support (STS) contract, DAAE07-01-C-N075, for a four month period beginning in June 2004 to verify the operation of a test stand and also to perform the acceptance inspection by GDLS personnel. GDLS Customer Service and Support will assume full responsibility for the return of the pump at the conclusion of this test in a serviceable condition. Permission is granted on a rent free, noninterference basis.

*** END OF NARRATIVE H 001 ***